

John White, Esq., S.B.#1741
White Law Chartered
Twentieth Century Building
335 West First St.
Reno, NV 89503
775-322-8000
775-322-1228 (Fax)
john@whitelawchartered.com
Attorney for Debtor-in-Possession

E-filed on August 5th, 2011

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:

ROGER PIERRE BAYLOCQ

CASE NO: BK-N-10-51372-gwz

Debtor-in-Possession.

Chapter 11

**SECOND ERRATA TO ROGER
PIERRE BAYLOCQ'S MAY 31, 2011
DISCLOSURE STATEMENT (re Suntrust/
US Bank)**

Hearing Date: May 31, 2011
Hearing Time: 3:00 pm
Time Required: 1 hour

3.3 Legal Proceedings

• • •

2. There was a dispute concerning state of title/ownership of Debtor's Delmonte Lane home real property. On February 14, 2011, Debtor requested copies of the mortgage note(s) and any assignment(s) from counsel for SunTrust and US Bank. On February 22, 2011, US Bank filed a Motion for Relief from Stay (Docket 97) to permit it to evict Debtor from his Delmonte home, based on an allegedly valid July 14, 2009 foreclosure on the same property by US Bank. At the time US Bank filed its Motion for Relief from Stay in this Court, SunTrust Mortgage claimed ownership of the note securing the debt on Debtor's said home and the supporting Deed of Trust. See SunTrust's \$1,004,950.62 secured claim, being Claim 16, filed herein June 11, 2010. On February 23, 2011, SunTrust filed a document entitled Withdrawal of Proof of Claim. Debtor intends obtain copies of any assignments of the Delmonte note or mortgage, any pooling and servicing agreement, any mortgage loan purchase agreement, and any other related agreements, and may contest US Bank's Motion or take such other legal action as appears appropriate under the circumstances.

3. Debtor has suffered damage by reason of US bank's wrongful foreclosure of his Delmonte home and intends to recover said damages in an action for wrongful foreclosure.

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1 **4.1.2 Real Property of the Debtor.**

2 4.1.2.1. **2370 Delmonte Lane** is a 4.8 acre parcel of land which is the Debtor's personal
 3 residence, plus 5 legal apartments on a parcel of land in suburban Southwest Reno. Debtor
 4 amended Schedule A on December 23, 2010, to add this property. It is located in an un-annexed
 5 island of Washoe County surrounded by the City limits. It was purchased by Roger Baylocq in
 6 2001 for one million dollars. It is presently valued at ~~\$600,000.00~~ \$675,000. The 5 apartments
 7 have historically brought an approximately \$3,500.00 income per month. At present time, due to
 8 water damage and illegal foreclosure, the property has only 1 tenant in it. Upon full occupancy
 9 by Debtor and re-renting, the property will easily support payments on ~~\$600,000.00~~ \$675,000 of
 10 secured debt at ~~4%~~ 5% amortized over 30 years, with payments of approximately ~~\$2,700.00~~
 11 \$3,623.55 a month. This would allow Debtor to re-occupy his ~~personal residence~~ property.
 12 The property is in a premium location and, provided title issues are successfully resolved, full
 13 occupancy should be obtained gradually in a couple of months.

14 ...

15 **6.1 Secured Claims.**

16 ...

17 **Claims secured by Debtor's Residence Real Property** (2370 Delmonte Lane, Reno)

18 **Class 4** (SunTrust Mortgage, Inc) \$1,004,950.62 (Claim 16)

19 ...

20 **9. A LIQUIDATION ANALYSIS**

21 **9.1 Value of Assets if Sold at Auction Upon Commercially Reasonable Notice (Chapter 7**
 22 **Evaluation)**

23 ...

24 **2370 Delmonte, Reno**

25 Though it is his homestead, Debtor has not at this time claimed this property as exempt,
 26 but plans to amend his Schedule C to so claim it as such, in the event it appears that there is
 27 equity or other good reason. ~~The liquidation of 2370 Delmonte would deprive the Debtor of~~
~~his residence and homestead.~~ This property can pay for itself through rental income at the
 28 present day lower interest rates and secured amounts. ~~The Debtor has been severely damaged~~
~~by an illegal foreclosure on the property in 2009 and will be seeking legal compensation for~~
~~this act.~~ This property provides a home for the Debtor and would provide SunTrust Mortgage
 29 with more compensation than if sold "as is". The property suffers from storm damage which
 30 needs to be repaired and is the subject of an insurance claim by the Debtor in which SunTrust
 31 is not cooperating. The property is worth ~~\$600,000.00~~ \$675,000 in repaired condition, which
 32 Debtor will restore it to. An "as is" sale in present condition would bring a value of less than
 33 \$500,000.00 due to age and difficulties related to the well and septic system and the need for
 34 expert, hands-on knowledge.

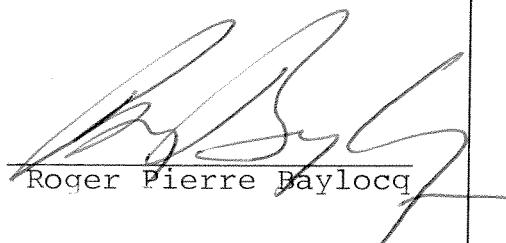
35 ...

36 Dated: May 31, 2011.

37 Signed this 5th day of August 2011.

38 Submitted By:

39 John White, Counsel for Debtor



Roger Pierre Baylocq